



DEPARTMENT OF THE NAVY  
NAVAL SUPPLY SYSTEMS COMMAND  
WASHINGTON, D.C. 20376

NAVSUPINST 4205.3B  
SUP 21  
13 Sep 95

NAVSUP INSTRUCTION 4205.3B

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Ref: (a) FAR 42.2, "Assignment of Contract Administration"  
(b) DFARS 242.2, "Assignment of Contract Administration"  
(c) NAVSUPINST 4330.7B, "Service Contract Administration"  
(d) DFARS 201.602-2, "Contracting Authority and Responsibility"

Encl: (1) SECNAVINST 4205.5 of 18 Apr 88, "Contracting Officer's Technical Representative (COTR)"  
(2) Sample COR Nomination Letter  
(3) Sample COR Appointment Letter  
(4) COR Functional Review Questionnaire  
(5) Contract Administration Assignment and Duties (text)  
(6) Contractor's Invoice Review Form  
(7) Sample Report of Contractor's Performance  
(8) COR File Documentation  
(9) Sample TA Appointment Letter

1. Purpose. To implement enclosure (1) within the Navy Field Contracting System. This revision implements the Federal Acquisition Streamlining Act. Marginal notations have been included highlighting the changes.

2. Cancellation. NAVSUPINST 4205.3A.

3. Scope. This instruction applies to all NFCS activities and to all activities to which contracting officer's representatives (CORs), who are appointed by NFCS contracting officers are assigned.

4. Definitions

(R

a. Contracting Officer's Representative (COR) is the Government official appointed in writing by the Procuring Contracting Officer (PCO) and designated in the contract or in the case of multiple award contracts, each award issued thereunder, who provides technical direction/clarification and guidance with respect to the contract specifications or statement of work. The term has the same meaning as, and may be used interchangeably with, contracting officer's technical representative (COTR).

b. Alternate Contracting Officer's Representative (ACOR) is the alternate Government official appointed in writing by the procuring contracting officer (PCO) and so designated in the contract. The ACOR provides technical direction/clarification in the absence of the COR.

c. Technical Assistant (TA) is the requiring activity representative who may be assigned to provide technical/administrative assistance to the COR. TAs may be assigned to assist and support the COR, but do not have the authority to provide any technical direction or clarification directly to the contractor.

R) d. Delivery order contracts are contracts for supplies that do not procure or specify a firm quantity of supplies (other than a minimum or maximum quantity) and provide for the issuance of orders for the delivery of supplies during the period of the contract.

R) e. Task order contracts are contracts for services that do not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and provide for the issuance of orders for performance of the tasks during the period of the contract.

## 5. Background

a. References (a), (b) and (c) establish procedures for contract administration and indicate that while administration will normally be assigned to a designated office outside the procuring contracting activity, administration may be retained by the contracting activity in specific circumstances as specified therein. Regardless of which office has responsibility for administration, there may be instances where adequate administration cannot be performed without assistance from technical personnel responsible for the requirement. Such assistance may be provided by a COR who is appointed in writing by the PCO.

b. Enclosure (1) provides Navy-wide guidance concerning the duties, responsibilities, and limitations of the COR.

c. This instruction provides policy, guidance, and procedures for the implementation of enclosure (1) and must be used in conjunction with its Navy-wide guidance.

## 6. Policy

a. The contracting officer may designate a COR when:

(1) Technical direction is to be provided to clarify, define, or give specific direction within the statement of work,

such as in engineering services or research and development contracts;

(2) Type II task/delivery orders are to be used to require performance under an indefinite delivery type contract. (Type II task/delivery orders are orders placed against contracts having cost reimbursement features; for example, indefinite delivery type service contracts priced on a Time and Materials, Labor Hour, or Cost Plus Fixed Fee basis); or

(3) The contract requires unusual monitoring and surveillance efforts beyond what the PCO/administrative contracting officer (ACO) is reasonably able to provide (for example, mess attendants, contractor support services, commercial activities and federal information processing (FIP) support services).

b. The primary role of the COR is to provide technical clarification and to monitor contract performance thus ensuring the Government pays only for the services, materials and travel authorized and delivered under the contract. In this capacity the COR must be technically knowledgeable in the areas of performance covered by the contract. The need for technical expertise requires the assignment of technical personnel as CORs. Accordingly, to assign the COR clerical or routine administrative duties is inappropriate.

c. In performance of COR duties, the COR does not have the authority to take any action, either directly or indirectly, that could change the price/cost or fee, quantity, quality, scope, delivery schedule, labor mix or other terms and conditions of the contract and/or task/delivery order. Only the contracting officer has the authority to make such changes.

d. Prior to the appointment of an individual as a COR, the PCO shall ensure that the individual:

(1) Has the requisite technical experience to provide the technical expertise necessary for performance of the COR function. In-depth expertise in every technical aspect within the scope of the contract, particularly where the contract supports multiple programs or activities may not be feasible. For this reason, the technical activity may assign Technical Assistants (TAs) to support the COR. However, the COR must possess sufficient expertise to act as the single focal point for the Government for all COR issues which may arise under the contract.

(2) Holds a position with a level of responsibility commensurate with the complexity and technical requirements of the contract.

- R) (3) Has completed Naval Supply Systems Command (NAVSUP) approved COR training and understands the duties, responsibilities, and limitations of his/her role in providing technical assistance in the administration of the contract to which appointed. The NAVSUP approved training is required only once. (NOTE: Requests for waiver/deviation for this training requirement or submission of alternate training on an individual basis should be forwarded in writing to NAVSUPSYSCOM 02 for approval.)

e. When appointing individuals to be CORs, the PCO shall ensure an adequate separation of functions. For instance, under indefinite delivery type contracts (IDTCs) where the COR is the initiator of the requirement, it is inappropriate to assign the COR the inspection and acceptance function. To avoid this situation the PCO may elect to retain the inspection and acceptance function, assign the function to another individual, or assign the function to the COR and make the function subject to supervisory controls.

- R) f. COR duties are not redelegable. One "alternate COR" (ACOR) may be nominated and appointed to act in the absence of the COR. The nomination and appointment criteria and procedures for the ACOR are identical to those for the COR. Multiple CORs shall not be appointed under a single contract. When multiple awards are made under a single solicitation and a COR is to be appointed, the PCO must appoint the COR in writing and designate the COR in each contract award. It is recommended that each award issued under this circumstance have the same COR.

## 7. Procedures

a. Nomination of COR. When the contracting activity and the requiring activity are different, the COR shall be nominated by the requiring activity Commander/Commanding Officer or designee. When the PCO and COR are in the same activity, the COR shall be nominated by the activity Commander/Commanding Officer or designee. The nomination letter shall outline the nominee's technical qualifications and experience, the technical functions to be performed, the date when NAVSUP approved COR training was received, and whether the individual's performance rating elements include the COR function (if not, an explanation of why not). A sample COR nomination letter is included at enclosure (2). Any changes to those duties recommended in the nomination letter will be discussed and agreed to by both the requiring activity Commander/Commanding Officer and the Contracting Officer prior to issuing the appointment letter.

- R) b. Appointment of COR. The PCO shall formally appoint individuals as CORs by appointment letters. In addition to fulfilling the requirements of enclosure (1) and reference (d), the appointment letter shall set forth the extent and method of

contract monitoring which is appropriate to the particular contract involved and shall establish the basis for a feedback procedure to ensure that the contracting officer (and ordering officer, if applicable) is kept aware of significant events of contract performance. For an IDTC, if a COR is to be appointed, the COR must be appointed for the contract with COR responsible for all delivery/task orders issued under the contract. Additionally, for multiple awards issued under a single solicitation, the COR designated in each award is also the COR for all orders issued thereunder. A sample COR appointment letter, which shall be tailored to fit the particular contract involved, is included at enclosure (3). The appointment letter should be sent to the COR with a copy to the requiring activity Commander/Commanding Officer confirming the specific duties and responsibilities assigned to the COR as discussed in the nomination letter. Appointment letters shall also be sent to the contractor and Contract Administration Office (CAO).

c. Monitoring of COR. The PCO shall monitor the COR's performance in accordance with enclosure (1). The PCO shall maintain a list of all active CORs and ACORs, including identification of the contract(s) under which they are appointed. These monitoring requirements, including a review of the COR's files and performance, are the responsibility of the PCO/procuring activity. Within the NFCS this function shall not be assigned to a procurement management review organization which is not in the same activity. Enclosure (4) provides a questionnaire which the PCO and/or COR may use to determine if all significant COR responsibilities are being completed. (R)

d. To provide an adequate basis for the COR to monitor contract performance, the PCO shall include in all contracts which designate a COR, a requirement for the contractor to provide the government a monthly contract status report. The report shall require information such as the number of hours expended, the total costs incurred, the average hourly rate incurred, accomplishments to date, data status and delivery, etc. The report shall be sent to the PCO, COR, and the ordering officer, (if applicable). This requirement can be fulfilled by inclusion of a data requirement on the DD Form 1423. Examples of data item descriptions (DIDS) which can be utilized (as applicable) for this purpose are DI-MGMT-80368, DI-MGMT-80227, and DI-MISC-80167A.

e. Coordination of PCO/COR responsibilities. When a NFCS activity has appointed CORs, it must ensure that proper visibility and monitoring of those contracts is maintained through regular meetings attended by the contracting officer (ordering officer, if applicable), COR and requiring activity Technical Director and/or Commander/Commanding Officer as deemed necessary. The frequency of these meetings (i.e., quarterly, monthly, etc.) will depend upon the number and size of contracts (R)

involved, however, they shall be conducted at least semi-annually. It should be noted that these meetings can take place via video teleconferences, conference calls, etc. provided all necessary participants are included. The purpose of these meetings will be to discuss status and performance under the individual contracts and to identify and coordinate resolution of problems which arise in contract performance. In addition, such regular meetings will ensure the Commander/Commanding Officer and/or Technical Director is adequately informed about the contracts involved, will help maintain essential dialogue between the contracting officer and COR and will ensure that COR functions are consistently applied.

f. Reference (d) requires that the contractor and the contract administration office be notified of the COR appointment. To comply with this requirement, the contracting officer should incorporate a text substantially similar to the "Contract Administration Appointment and Duties" cited in NAVSUPPUB 592, Section III-2, [Enclosure (5)] into section G of the solicitation and contract award as well as providing copies of the appointment letter(s) and enclosures to the contractor and CAO.

g. COR responsibilities shall include:

(1) Compliance with the requirements of this instruction and enclosure (1).

(2) Performance of the specific duties assigned pursuant to the appointment letter issued by the PCO.

(3) Review of contractor invoices to ensure that labor hours, labor mix, materials (if any), travel, and other direct costs identified are consistent and reasonable for the effort completed during the period covered by the invoice. Upon completion of the review, prepare the Contractor Invoice Review Form, enclosure (6), and submit copies to the PCO/ACO (ordering officer) and Defense Contract Audit Agency (DCAA).

(4) Submission of a written report to the contracting officer (and ordering officer) on contractor performance. This report shall be submitted within 60 days of contract (task/delivery order) completion, but in no event, less than annually. This report may be compiled from COR file documentation and should address all aspects of contractor performance including cost effectiveness, quality, and timeliness. A sample report is included at enclosure (7).

(5) Maintenance of a COR file, by contract and/or task/delivery order, which contains documentation relative to the actions taken by the COR. A complete list of documentation to be included in the COR file is found at enclosure (8).

h. Technical Assistant (TA) qualifications and appointment. The Commanding Officer or his designee of the requiring activity may appoint a TA to assist the COR in executing routine administration and monitoring duties. The appointment must be in writing and must set forth the TA's responsibilities and limitations. A copy of the letter shall be provided to the PCO (ordering officer). A sample letter is included at enclosure (9). Before appointment, ensure TAs have the appropriate training and experience. The successful completion of NAVSUP approved COR training is strongly recommended for all TAs.

i. Coordination between COR and TA. The COR remains technically responsible for contractor performance monitoring despite the appointment of a TA; therefore, the COR should ensure information received from the TA is accurate and complete. The COR shall also ensure that the TA maintains a nonpersonal relationship with the contractor.

j. Duties that may be assigned to a Technical Assistant include:

(1) Identify contractor deficiencies to the COR.

(2) Review contract/task/delivery order deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

(3) Assist in preparing the final report on contractor performance for the applicable contract/task/delivery order in accordance with the format and procedures prescribed by the COR.

(4) Identify contractor noncompliance with reporting requirements to the COR.

(5) Evaluate the contractor's proposals for specific delivery/task orders and identify, for the COR, any potential problems, areas of concern, or issues to be discussed during negotiations.

(6) Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

(7) Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.

(8) Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

NAVSUPINST 4205.3B  
13 Sep 95

(9) Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and the contractor.

k. COR interface with contractor. The COR must ensure that the contractor understands that the COR is the technical focal point for the contract and all delivery orders. Other Government personnel, such as TAs, may be assigned responsibilities to assist and support the COR, but do not have authority to provide any technical direction or clarification to the contractor.

8. Action. All NFCS personnel, CORs, ACORs, and TAs appointed for contracts awarded by NFCS activities shall comply with this instruction.



DAVID A. CAPIZZI  
CAPT, SC, USN  
Deputy Commander

Distribution:  
Navy SUPARS  
NAVSUP 01; 03; 04

Copy to:  
SNDL C21 (Morgantown, WV only); FKM27  
NAVSUP 361 (15 copies); 02 (75 copies); 09A, 09I, 91

Stocked:  
Naval Inventory Control Point  
Cog "I" Material  
700 Robbins Avenue  
Philadelphia, PA 19111-5098

Stocked: 200 copies





DEPARTMENT OF THE NAVY  
OFFICE OF THE SECRETARY  
WASHINGTON, D.C. 20350-1000

NAVSUPINST 4205.3B  
SECNAVINST 4205.5  
ASN(S&L)(CBM)  
18 Apr 88  
13 Sep 95

SECNAV INSTRUCTION 4205.5

From: SECRETARY OF THE NAVY

Subj: CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

Ref: (a) Defense Federal Acquisition Regulation Supplement  
42.203 "Retention of Contract Administration"  
(b) Federal Acquisition Regulation Part 37 "Service  
Contracting"  
(c) SECNAVINST 4200.27A, "Proper Use of Contractor  
Personnel" (NOTAL)

Encl: (1) Duties Assignable to COTR's

1. Purpose. To provide guidance to Navy contracting and technical personnel concerning the duties, responsibilities, and limitations of the contracting officer's technical representative (COTR).

2. Applicability and Scope. This instruction applies to all Navy contracting activities which have appointed COTR's for service contracts, and to all activities to which such COTR's are assigned.

3. Definitions

a. "Service contract" means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

b. "Personal service contract" means a contract that, by its express terms or as administered, makes the contractor personnel appear to be Government employees.

c. "Procuring contracting officer (PCO)" is the Government official authorized by warrant to enter into the contract for the Government.

d. "Contract Administration office" (CAO) is the office designated to perform assigned functions related to the administration of the contract.

Enclosure (1)

NAVSUPINST 4205.3B  
SECNAVINST 4205.5  
18 Apr 88  
13 Sep 95

e. "Administrative contracting officer (ACO)" is the Government official responsible for administering the contract, to the extent that the PCO has delegated contract administration.

f. "Contracting officer's technical representative (COTR)" is the Government official appointed in writing by the PCO and designated in the contract, who functions as the technical representative of the PCO.

g. "Delivery order" is a written order, issued by the PCO or a designated ordering officer, for services under an indefinite delivery type contract.

h. "Technical direction" is written guidance or specific task direction (task order) to the contractor within the statement of work.

#### 4. Background

a. Reference (a) establishes procedures for contract administration. It assigns contract administration functions to designated offices, except to the extent that the PCO retains these functions. The PCO's retention of such functions, and their subsequent assignment to a COTR, are the basis for the COTR's authority.

b. Appointment of a COTR for a service or research and development (R&D) contract may be necessary if:

(1) Technical direction is necessary to clarify/define or give specific direction within the statement of work. This will often be true of contracts for engineering services and R&D.

(2) Unusual monitoring and surveillance, beyond that which a CAO can provide, is required. Many "commercial activity" contracts, such as food, guard, and maintenance service contracts, are in this category.

#### 5. Policy

a. Authority of COTR: COTR authority shall be restricted to providing technical direction/clarification and administrative duties within the scope of the contract, as assigned in writing by the PCO. No COTR shall have authority, either by individual action or by the cumulative effect of action, to change the scope, delivery schedule, cost or fee, labor mix, or other terms and conditions.

b. Responsibilities of COTR: COTR responsibilities shall include the maintenance of an arms-length relationship with the contractor, following references (b) and (c), to help ensure that

services which are contractually non-personal remain so. In addition, COTR's shall monitor the contractor's progress and shall be responsible to identify promptly to the PCO all observed substantive deficiencies in contract performance or other instances of non-compliance with contract terms and conditions. If the contract specifies a labor mix, and requires identification of estimated or negotiated hours in the technical direction or task order, the COTR should generally be responsible to identify periodically to the PCO the cumulative incurred hours in each labor category resulting from taskings. The aggregate of COTR technical direction or task orders shall not alter the labor mix set forth in the contract.

c. Technical Nature of COTR Duties: Technical personnel are a scarce and expensive resource. It is inappropriate to utilize technical personnel as contract administrators. Assignment of clerical or routine administrative duties to the COTR shall be minimized. For example, it is appropriate to task the COTR to review invoices to ensure the general appropriateness of types and quantities of labor and materials to the tasks being performed. However, it is inappropriate to require the COTR to perform a detailed review of invoices for mathematical accuracy, compliance with contract cost principles, or similar purposes.

d. Monitoring of COTR: Delegation of responsibilities to the COTR does not relieve the PCO of oversight responsibilities. Consequently, the PCO must periodically review COTR's to ensure that duties are performed satisfactorily. At a minimum, the PCO must maintain a list of all active COTR's and annually review the files and performance of approximately one-third of them. This review function may be assigned to the cognizant procuring activity's procurement management review organization.

e. Coordination of PCO/COTR responsibilities: The COTR and the PCO frequently work for different Navy activities. When this is the case, and if the COTR function has a significant impact on an activity's ability to carry out its mission, it is appropriate for the PCO and the requiring activity technical director or Commander to schedule periodic meetings to ensure prompt and coordinated resolution of any problems which arise in contract performance. Given these circumstances, COTR performance should be considered in rating the individual assigned COTR functions, and PCO input should be requested.

## 6. Procedures

a. Nomination of COTR: When the contracting activity and the requiring activity are not the same, the COTR will be nominated by the Commander of the requiring activity or his designee. A COTR nomination letter will be submitted to the

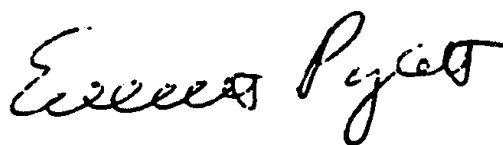
NAVSUPINST 4205.3B  
SECNAVINST 4205.5  
18 Apr 88  
13 Sep 95

cognizant PCO outlining the nominee's qualifications and the technical functions to be performed. If the PCO and the proposed COTR are in the same activity, the activity's COTR nomination procedures will be followed.

b. Appointment of COTR: The COTR shall be appointed by the PCO. The appointment shall be in writing, and shall specify all duties for which the COTR is responsible. All COTR's shall be fully trained and otherwise qualified prior to appointment. COTR duties shall not be redelegated, except in writing by the PCO and then only to qualified individuals.

c. Enclosure (1) is a list of appropriate duties to be assigned to COTR's. The fundamental duty of the COTR is to serve as the contractual focal point for technical direction. The COTR is responsible for ensuring that all technical direction is within the scope of the contract and within the scope of the funds available on the contract. When the administrative burden of the contract is significant, as is typically the case if numerous orders will be placed, it may be appropriate to explore with the cognizant technical manager the availability of administrative resources to support the COTR.

d. In determining which duties to assign to the COTR, the contracting officer shall avoid undue concentration of duties that can lead to abuse. In particular, if the COTR is responsible for originating requirements, it is inappropriate to assign the COTR responsibility for approving the resulting work. It may be appropriate for certain functions to be retained by the contracting officer, assigned to a different individual, or made subject to adequate supervisory controls.



EVERETT PYATT  
ASSISTANT SECRETARY OF THE NAVY  
(SHIPBUILDING AND LOGISTICS)

Distribution:

SNDL	A1	(Immediate Office of the Secretary)
	A2A	(Department of the Navy Staff Offices) (NAVCOMPT, only)
	FKA1	(Systems Command Headquarters)
	FKP3A	(Plant Representative Office)
	FKP8	(Supervisor of Shipbuilding, Conversion and Repair USN)
	FKR2A	(Plant Representative Office)
	FL1	(COMNAVDAC) (Code 813, only) (35)

NAVSUPINST 4205.3B  
SECNAVINST 4205.5  
18 Apr 88  
13 Sep 95

Stocked:  
Co, NAVPUBFORMCEN  
5801 Tabor Avenue  
Philadelphia, PA 19120-5099 (100 copies)



SAMPLE COR NOMINATION LETTER

From: Commanding Officer of requiring activity  
To: PCO of the applicable NFCS activity

Subj: NOMINATION OF CONTRACTING OFFICER'S REPRESENTATIVE

Ref: (a) NAVSUPINST 4205.3B, "Contracting Officer's  
Representative (COR)

1. Pursuant to reference (a), I hereby nominate Mr./Ms. \_\_\_\_\_ as the Contracting Officer's Representative (COR) for the contract resulting from requisition number \_\_\_\_\_ to acquire \_\_\_\_\_ supplies/services in support of \_\_\_\_\_.

2. Mr./Ms. \_\_\_\_\_ qualifications are:

3. Mr./Ms. \_\_\_\_\_ title, code, business address, and phone number are:

4. In case of any problems, disagreements, or other questions pertaining to the COR's performance of duties you may contact \_\_\_\_\_.

5. Mr./Ms. \_\_\_\_\_ has/has not completed Navy approved COR training. He/she attended/is scheduled to attend the COR course in (month, year).

6. The individual performance rating elements of Mr./Ms. \_\_\_\_\_ include/do not include the COR function (if not, why not).

7. If an alternate COR (ACOR) is to be appointed to act in the absence of the COR, also provide the information requested in paragraphs 1 through 6 for the ACOR.

8. I recommend that the COR be assigned the following duties:

a. Control all Government technical interface with the contractor.

b. Ensure that a copy of all Government technical correspondence is forwarded to the contracting officer (ordering officer) for placement in the contract (delivery/task order) file.

c. Promptly furnish documentation on any requests for change, deviation, or waiver, whether generated by the Government or the contractor, to the contracting officer (and ordering officer) for their action.

Enclosure (2)

NAVSUPINST 4205.3B  
13 Sep 95

Subj: NOMINATION OF CONTRACTING OFFICER'S REPRESENTATIVE

d. Determine causes when the contract is not progressing as expected and make recommendations to the contracting officer for corrective action.

e. Monitor contractor performance to ensure individual contractor employees are of the skill levels required and are actually performing at the levels charged against the contract during the performance period.

f. Monitor contractor performance to ensure that the labor hours charged against the contract are consistent and reasonable for the effort completed and that any travel charged was necessary and actually occurred.

g. Monitor Government Furnished Property. Ensure that property provided the contractor is authorized by the contract.

h. Complete the COR Report of Contractor's Performance in accordance with the schedule established in the contract administration plan for the contract.

9. Any changes to these recommended duties must be discussed with the undersigned prior to issuing the appointment letter.

\_\_\_\_\_  
Signature of Commanding Officer or  
Designee



SAMPLE COR APPOINTMENT LETTER

From: PCO of the applicable NFCS activity  
To: COR

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Ref: (a) DFARS 201.602-2  
(b) NAVSUPINST 4205.3B, Subj: Contracting Officer's  
Representative (COR)  
(c) SECNAVINST 4205.5, Subj: Contracting Officer's  
Technical Representative (COTR)

Encl: (1) Contract Administration Plan  
(2) Contractor Invoice Review Form  
(3) Sample Report of Contractor's Performance

1. Pursuant to references (a) and (b), you are hereby appointed as the Contracting Officer's Representative (COR) for:

Contract Number: \_\_\_\_\_  
Contractor: \_\_\_\_\_

Unless sooner terminated, in writing, by the contracting officer, this appointment shall remain in effect for the life of the contract described above. You are responsible for providing prompt notification to the contracting officer if, for any reason, it becomes necessary to terminate your appointment as COR. Your authority as a COR may not be redelegated.

2. As COR, you are the technical representative of the contracting officer in the administration of the contract described above. Your duties include providing technical direction and guidance as necessary with respect to the performance of work under the contract. You are to perform your duties in accordance with references (a), (b), and (c), enclosure (1), and any amplifying instructions provided herein or provided in writing by the contracting officer at a later date.

3. In accomplishing your duties as a COR you are cautioned to carefully monitor your actions/discussions or the actions/discussions of other Government personnel who may assist you in the performance of your duties to ensure that the contract does not become a personal services contract. (See FAR 37.1 and DFARS 237.1) (R)

4. You are responsible for bringing to the attention of the contracting officer, ordering officer (if the contract provides for issuance of task/delivery orders), and the functional code for whom the work is being performed, any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance.

Enclosure (3)

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR)

5. You are not authorized, either by this letter, or by references (a) or (b), to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract (or task/delivery order), or to direct the accomplishment of effort which would exceed the scope of the basic contract (or task/delivery order). You may be held personally liable for any unauthorized acts. Whenever there is the potential that discussions may impact any of the areas described above, contact the PCO or ordering officer for guidance. You must be especially cautious when providing an interpretation of specifications. The understanding reached, or the technical direction given, must be formalized in writing, and copies provided to the contracting officer (ordering officer, if a task/delivery order is involved). The contractor shall be notified that if the contractor is of the opinion that the COR's interpretation is erroneous, the contractor shall notify the contracting officer (or ordering officer) in writing of his/her position.

6. Specific duties, in addition to those required by references (a) and (b), are as follows: (This section of the COR letter shall be tailored by the contracting officer to fit the particular contract situation. The following are examples of direction which could be used for this tailoring.)

a. Responsible for controlling all government technical interface with the contractor.

b. Responsible for ensuring that copies of all government technical correspondence are forwarded to the contracting officer (and ordering officer) for placement in the official contract (task/delivery order) file.

c. Responsible for promptly furnishing documentation on any requests for change, deviation or waiver (whether generated by the government or the contractor) to the contracting officer (and ordering officer) for placement in the contract (task/delivery order) file.

d. Responsible for reviewing contractor invoices and for completing and signing the Contractor Invoice Review Form [enclosure (2)] for all contract invoices. Forward copies of the form to the PCO/ACO and the Defense Contract Audit Agency (DCAA).

e. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations for appropriate corrective and/or preventative measures to the contracting officer (and ordering officer).

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR)

f. Periodically check contractor performance to ensure that the individual contractor employees are of the skill levels required and are actually performing at the levels charged during the period covered. Via the contracting officer (ordering officer) request assistance from DCAA as necessary.

g. Periodically check contractor performance to ensure that the labor hours charged appear consistent and reasonable, and that any travel charged was necessary and actually occurred.

h. Ensure that any Government Furnished Property is adequately monitored and accounted for.

i. Submit a written report on the contractor's performance, enclosure (3), to the contracting officer (and ordering officer). This report shall be submitted within 60 days of completion of the contract (task/delivery order), but in no event less than annually.

\_\_\_\_\_  
Contracting Officer Signature and Date

\_\_\_\_\_  
COR Signature (which constitutes  
acceptance of the appointment  
and conditions thereof)

\_\_\_\_\_  
Date

(The COR shall retain one copy of this letter, signed by both parties, and shall return one copy to the contracting officer (and ordering officer) within ten (10) days of receipt for placement in the contract (task/delivery order) file.)



COR FUNCTIONAL REVIEW QUESTIONNAIRE

(TO BE COMPLETED BY COR)

COR'S NAME \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

TYPE OF CONTRACT \_\_\_\_\_

CIRCLE ONE

- |   |     |    |
|---|-----|----|
| 1. HAVE YOU COMPLETED AN APPROVED COR COURSE?   | YES | NO |
| 2. DO YOU HAVE AN APPOINTMENT LETTER?   | YES | NO |
| 3. DO YOU HAVE A COPY OF THE CONTRACT?  | YES | NO |
| 4. DO YOU CONDUCT FLOOR CHECKS?   | YES | NO |
| 5. DO YOU REVIEW/APPROVE INVOICES?  | YES | NO |
| 6. DO YOU CHECK CONTRACTOR'S TIME CARDS?  | YES | NO |
| 7. DO YOUR COR DUTIES INCLUDE THE ADMINISTRATION<br>OF GOVERNMENT FURNISHED PROPERTY (GFP)? | YES | NO |

IF THE ANSWER TO 7 IS YES, COMPLETE THE FOLLOWING:

- |  |     |    |
|--|-----|----|
| DO YOU HAVE A LIST OF GFP?   | YES | NO |
| DOES CONTRACTOR HAVE POSSESSION OF GFP?                              | YES | NO |
| DO YOU KNOW THE PROCEDURES TO BE FOLLOWED<br>FOR DISPOSAL OF GFP?    | YES | NO |
| 8. DO YOU INITIATE REQUIREMENTS?                                     | YES | NO |
| 9. DO YOU KNOW AND UNDERSTAND THE CONCEPT<br>OF CONSTRUCTIVE CHANGE? | YES | NO |

CONSTRUCTIVE CHANGE OCCURS WHEN A CONTRACTING OFFICER OR OTHER GOVERNMENT OFFICIAL (e.g. COR), BY CONDUCT, CAUSES A CONTRACTOR TO PERFORM CHANGED WORK. SUCH CONDUCT MAY BE A BASIS FOR A CLAIM BY THE CONTRACTOR. AN EXAMPLE IS REQUIRING THE CONTRACTOR TO PERFORM CONTRARY TO THE CONTRACTOR'S CORRECT INTERPRETATION OF THE CONTRACT.

- |  |     |    |
|--|-----|----|
| 10. HAS THE CONTRACTOR PROVIDED A MATERIAL COST<br>BREAKDOWN FOR THE CONTRACT? | YES | NO |
|--|-----|----|

13 Sep 95

- |     |   |     |    |
|-----|---|-----|----|
| 11. | FOR T&M/LABOR HOUR CONTRACTS, ARE THE<br>MATERIAL COSTS INCIDENTAL TO PERFORMANCE?  | YES | NO |
| 12. | ARE OTHER COSTS INCURRED AND ALLOWABLE?   | YES | NO |
| 13. | DOES THE COR REVIEW AND CERTIFY THAT THE<br>COSTS/PRICE INVOICED ARE REASONABLE FOR<br>THE WORK PERFORMED OR TRAVEL AUTHORIZED? | YES | NO |
| 14. | DO CPFF CONTRACTS INCLUDE A CLAUSE FOR<br>PAYMENT OF FIXED FEE?   | YES | NO |
| 15. | IS THERE EVIDENCE IN THE FILE THAT WORK<br>WAS AUTHORIZED WITHOUT BENEFIT OF A<br>FORMAL CONTRACTUAL AGREEMENT?                 | YES | NO |

### **Contract Administration Appointments and Duties**

Contract Administration Appointments and Duties. The following sample "text" should be inserted in section G of solicitations and contracts when a COR (i.e., Contracting Officer's Representative) will be designated. It should be used in conjunction with DFARS 252.201-7000. This text identifies the assigned duties of each individual involved in the administration of the contract and may be modified, as necessary, to fit the needs of the specific procurement.

#### **CONTRACT ADMINISTRATION APPOINTMENT AND DUTIES**

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, or data;
  - b. Freedom of Information inquiries;
  - c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
  - d. Arranging the post award conference (See FAR 42.503).

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract;
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by: (R)



- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to \_\_\_\_\_ pricing arrangements;
- b. No order shall be placed in excess of \$ \_\_\_\_\_ without the prior approval of the PCO.
- c. No order shall be placed with delivery requirements in excess of \_\_\_\_\_.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

End of Text



CONTRACTOR INVOICE REVIEW

From: (Applicable COR)

To: (Applicable PCO/ACO and DCAA)

Subj: INVOICE REVIEW OF CONTRACT NO. \_\_\_\_\_  
(also identify delivery/task order number(s) as  
applicable)

Encl: (1) Invoice No. \_\_\_\_\_

Check Appropriate Statement:

1. \_\_\_\_\_ Enclosure (1) submitted under the subject contract (delivery/task order) has been reviewed and the labor hours, labor mix, material (if any), travel, and other direct costs identified therein appear consistent and reasonable for the effort performed during the period covered by the invoice.

2. \_\_\_\_\_ Enclosure (1) submitted under the subject contract (delivery/task order) has been reviewed and the following discrepancies/deficiencies are noted:

\_\_\_\_\_  
Contracting Officer's Representative  
(signature and date)



SAMPLE REPORT QF CONTRACTOR'S PERFORMANCE

MEMORANDUM

From: (Applicable COR)  
To: (Applicable PCO or Ordering Officer)  
Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) REPORT OF  
CONTRACTOR'S PERFORMANCE ON CONTRACT NUMBER \_\_\_\_\_  
\_\_\_\_\_  
(OR DELIVERY/TASK ORDER \_\_\_\_\_)  
ISSUED UNDER CONTRACT NUMBER \_\_\_\_\_

Ref: (a) NAVSUPINST 4205.3B

1. A performance report on (NAME OF CONTRACTOR)  
for subject contract for the period \_\_\_\_\_ to \_\_\_\_\_  
is provided per reference (a).

2. Type of contract: \_\_\_\_\_ (COST REIMBURSEMENT,  
INDEFINITE DELIVERY/INDEFINITE QUANTITY, ETC.)

3. Were all deliverable reports received in a timely manner?  
Yes \_\_\_ No \_\_\_ Were they acceptable? Yes \_\_\_ No \_\_\_ If no to  
either questions, explain.

4. Were all of the proposed Key Personnel used? Yes \_\_\_ No \_\_\_  
If no, explain.

5. Were all tasks completed in a timely manner? Yes \_\_\_ No \_\_\_  
If no, explain.

6. Comment on the quality of the contractor's performance (be  
specific).

For Cost Reimbursement, Firm Fixed-Price Level of Effort, or  
Indefinite Delivery/Indefinite Quantity type contracts address  
the following questions:

7. For each contract line item, list the hours proposed and the  
hours used in each labor category as follows:

CLIN \_\_\_\_\_

<u>Labor Category</u>	<u>Hours Proposed</u>	<u>Hours Actually Used</u>
-----------------------	-----------------------	----------------------------

8. Were the hours and mix of the labor categories actually used  
consistent with efficient and cost effective performance?  
Yes \_\_\_ No \_\_\_ If no, explain.

NAVSUPINST 4205.3B

13 Sep 95

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) REPORT OF  
CONTRACTOR'S PERFORMANCE ON CONTRACT NUMBER \_\_\_\_\_  
\_\_\_\_\_ (OR DELIVERY/TASK ORDER \_\_\_\_\_)  
ISSUED UNDER CONTRACT NUMBER \_\_\_\_\_)

9. Were travel, material and other direct charges required for  
performance? Yes \_\_\_\_ No \_\_\_\_ Were the costs reasonable for the  
effort received? Yes \_\_\_\_ No \_\_\_\_ If no, explain.

\_\_\_\_\_  
Signature of COR

COR FILE DOCUMENTATION

A complete COR file should contain the following documentation:

1. A duplicate copy of the COR nomination and appointment letters.
2. Documentation supporting completion of COR training.
3. A copy of the procurement request(s).
4. A copy of the request for proposal and all amendments.
5. A copy of the Contractor's technical proposal.
6. Copies of pre-award correspondence.
7. A copy of the contract and all modifications.
8. A copy of all correspondence with the contractor, contracting officer and/or ordering officer, technical assistant, and other Government officials involved in the contract and/or delivery/task order.
9. A record of all Government Furnished Property, the date provided to the contractor, and the condition of the property when provided.
10. A copy of the Contract Administration Plan.
11. Copies of all DD Forms 254, Security Specification.
12. Name, position title, phone number and function of every Government person who is providing technical or administrative assistance.
13. A copy of all Technical Assistant appointment letters.
14. Name, position title, and phone number of the alternate COR.
15. A surveillance plan describing when, where, and how surveillance is accomplished and how the results will be used.
16. Copies of the minutes and list of attendees for each contract related meeting.
17. Copies of test reports (if applicable).
18. Contract "diary".
19. Government inspector's performance log.

Subj: COR FILE DOCUMENTATION

20. An outline showing any important dates.
21. Contractor inspection procedure and log (if provided).
22. Record of unforeseeable situations, conditions, Acts of God, etc., and any actions taken to minimize adverse consequences.
23. A tickler system showing all due dates.
24. Copies of all contractor performance reports.
25. Descriptions of contractor performance or provisional deficiencies and steps taken to correct them.
26. A system of documenting all labor hours, costs, travel dollars authorized and expended.
27. Copies of all invoices and receipt documents processed from the contractor.
28. Copies of all receipt and acceptance documents processed.
29. Any additional supporting documentation.
30. Record of overall contractor performance evaluation at the end of the contract or delivery/task order.
31. Letter terminating COR appointment (if applicable).
32. Minutes of the contracting officer's debriefing of the COR at the end of the contract.



SAMPLE TA APPOINTMENT LETTER

From: Commanding Officer or designee of requiring activity  
To: TA

Subj: APPOINTMENT AS TECHNICAL ASSISTANT(TA) TO THE CONTRACTING  
OFFICER'S REPRESENTATIVE (COR)

Ref: (a) NAVSUPINST 4205.3B, Subj: Contracting Officer's  
Representative (COR)

1. Pursuant to reference (a), you are hereby appointed as a technical assistant (TA) to the Contracting Officer's Representative (COR) for:

Contract Number: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
COR: \_\_\_\_\_

2. As TA, you are assigned to provide technical assistance and support to the COR in the administration of the contract described above. You may assist the COR in executing assigned inspection and monitoring duties; however, you may not provide any technical direction or clarification directly to the contractor. Any need for technical direction or clarification should be brought to the attention of the COR for appropriate action. You are to perform your duties in accordance with reference (a) and any amplifying instructions provided herein.

3. In accomplishing your duties as a TA you are cautioned to carefully monitor your behavior/actions to ensure that the contract does not become a personal services contract through your actions. (SEE FAR 37.1 and DFARS 237.1) (R)

4. You are not authorized, either by this letter, or by reference (a), to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract (or task/delivery order), or the accomplishment of effort which would exceed the scope of the basic contract (or task/delivery order). You may be held personally liable for any unauthorized acts. Whenever there is the potential that discussions may impact any of the areas described above, immediately stop discussions and notify the COR.

5. Your specific duties are as follows: (This section of the TA letter should be tailored to address the specific duties the COR wants the TA to perform. The following are examples of duties which may be assigned to the TA.)

- a. Identify contractor deficiencies to the COR.

Subj: APPOINTMENT AS TECHNICAL ASSISTANT (TA) TO THE CONTRACTING  
OFFICER'S REPRESENTATIVE (COR)

b. Review contract/task/delivery order deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract/task/delivery order in accordance with the format and procedures prescribed by the COR.

d. Identify contractor noncompliance with reporting requirements to the COR.

e. Evaluate the contractor's proposals for specific task/delivery orders and identify problems/areas of concern/issues to be discussed during negotiations to the COR.

f. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

g. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.

h. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

i. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and the contractor.

\_\_\_\_\_  
Commanding Officer (or authorized representative)

\_\_\_\_\_  
TA Signature (which constitutes  
acceptance of the appointment  
and conditions thereof)

\_\_\_\_\_  
Date

(The TA shall retain one copy of this letter, signed by both parties, provide one copy to the contracting officer (ordering officer) for retention in the contract (task/delivery order) file, one copy to the COR for retention in the COR's contract file and one copy to the initiating official. Distribution to be completed within ten (10) days of receipt.)